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12
13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15

16 LOUIS A. COFFELT, JR.,

17 Plaintiff,

18 v.

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20 AUTODESK, INC., a Delaware
Corporation,

21 Defendant.
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Case No.: 5:17-cv-01684-FMO-SHK
**DEFENDANT AUTODESK, INC.'S
INITIAL DISCLOSURES**

1 Pursuant to Federal Rule of Civil Procedure 26(a)(1), Defendant Autodesk,
2 Inc. (“Autodesk”) hereby makes these initial disclosures.

3 Autodesk’s initial disclosures are based on information that is presently and
4 reasonably available to Autodesk. Autodesk has not completed its investigation
5 into additional facts that may further support its defenses or may result in
6 additional, new defenses being asserted. As a result, Autodesk reserves the right to
7 present witnesses, documents, and evidence in addition to that which is disclosed
8 herein. Autodesk recognizes its continuing obligation under Federal Rule of Civil
9 Procedure 26(e)(1) to supplement these initial disclosures at appropriate intervals,
10 and will do so in a timely manner as Autodesk become aware of or receives
11 additional relevant information during the course of discovery in this case.

12 The document categories referenced as part of these initial disclosures may
13 include specific documents protected by the attorney-client privilege, the work
14 product doctrine, and/or other applicable legal privileges and protections.
15 Similarly, witnesses identified in these initial disclosures may possess information
16 or knowledge protected by these or other privileges and protections. By listing
17 witnesses and identifying document categories, Autodesk does not waive its right to
18 assert any applicable privilege, immunity, or other protection at an appropriate
19 time. The documents referenced as part of these initial disclosures may include
20 confidential or proprietary information, which will not be produced without the
21 protection of an appropriate protective order entered by the Court.

22 **I. IDENTITY OF PERSONS LIKELY TO HAVE DISCOVERABLE**
23 **INFORMATION THAT AUTODESK MAY USE TO SUPPORT ITS**
24 **DEFENSES**

25 Pursuant to Federal Rule of Civil Procedure 26(a)(1)(A)(i), Autodesk
26 believes the following individuals are likely to have discoverable information that
27 Autodesk may use to support its defenses:
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Identity	Contact	Knowledge
Louis A. Coffelt, Jr.		Likely to have knowledge regarding his copyright infringement allegations.
Eric Haines	Autodesk, Inc. (contact through counsel)	Likely to have knowledge regarding Autodesk's use of photorealistic shadows.

Autodesk incorporates by reference in these disclosures or any supplemental or amended disclosures the names of any and all persons (including individuals and entities) disclosed by Mr. Coffelt. Autodesk incorporates by reference the names of any and all persons (including individuals and entities) identified by Autodesk in any supplemental or amended disclosures.

The above identifications are not intended to be exhaustive. Autodesk's investigation continues and Autodesk expressly reserves the right to supplement and/or amend these disclosures as necessary.

II. DESCRIPTION BY CATEGORY AND LOCATION OF DOCUMENTS, DATA COMPILATIONS, AND TANGIBLE THINGS IN THE POSSESSION, CUSTODY OR CONTROL OF AUTODESK WHICH MAY BE USED TO SUPPORT ITS DEFENSES

Pursuant to Federal Rule of Civil Procedure 26(a)(1)(B), Autodesk provides the following description of documents, electronically stored information, and tangible things that Autodesk may have in its possession, custody, or control that they may use to support its claims or defenses. If not publicly available, these documents are likely to be found in the possession, custody, or control of the parties. By making these disclosures, Autodesk reserves the right to object to the admissibility, relevance, and the like of such documents and evidence. Autodesk also reserves the right to object to any alleged obligations to preserve or collect documents and the right to seek cost-shifting or sharing. Because Autodesk's fact investigation remains ongoing, Autodesk expressly reserves the right to supplement

1 these disclosures as discovery continues and Autodesk receives more information
2 from Mr. Coffelt.

3 1. Copies of the copyrighted works; and

4 2. Object or source code for OSL.

5 Autodesk reserves the right to object to production of any and all of the
6 documents and categories of documents described above on the basis of attorney-
7 client privilege or the attorney work product doctrine, relevance, materiality,
8 confidentiality or other grounds. Autodesk also reserves the right to identify
9 additional documents, data, or tangible things that it may use to support its
10 defenses.

11 **III. A COMPUTATION OF EACH CATEGORY OF DAMAGES** 12 **CLAIMED BY THE DISCLOSING PARTY**

13 Autodesk has not made any counterclaims for damages at this time.
14 Therefore, a computation of damages pursuant to Federal Rule of Civil Procedure
15 26(a)(1)(A)(iii) is inapplicable.

16 Autodesk currently intends to seek an award of all costs and expenses of this
17 action, including, but not limited to, attorney's fees, costs, and expenses incurred in
18 this action. The amount of attorney's fees, costs, and expenses, however, has not
19 yet been determined.

20 **IV. ANY INSURANCE AGREEMENT UNDER WHICH AN INSURANCE** 21 **BUSINESS MAY BE LIABLE TO SATISFY ALL OR PART OF A** 22 **POSSIBLE JUDGMENT IN THE ACTION OR TO INDEMNIFY OR** **REIMBURSE FOR PAYMENTS MADE TO SATISFY THE** **JUDGMENT.**

23 Pursuant to Federal Rule of Civil Procedure 26(a)(1)(A)(iv), Autodesk does
24 not, at this time, believe that it has any insurance agreement under which an
25 insurance company may be liable either to satisfy all or part of a possible judgment
26 in the action or to indemnify or reimburse for payments made to satisfy the
27 judgment. If Autodesk determines that an applicable insurance agreement exists,
28

1 Autodesk will make that agreement available for inspection and copying at a
2 mutually convenient time and place.

3 Autodesk makes these initial disclosures based on the information that is now
4 reasonably available to it. Autodesk expressly reserve the right to amend,
5 supplement, withdraw or modify these initial disclosures as appropriate based upon
6 its future evaluation of facts and evidence in their possession, and upon further
7 investigation and discovery in this action.

8
9 Dated: November 17, 2017 By: /s/ Richard S.J. Hung

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11 MORRISON & FOERSTER LLP
12 Attorneys for Defendant
13 AUTODESK, INC.
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CERTIFICATE OF SERVICE

I declare that I am employed with the law firm of Morrison & Foerster LLP, whose address is 425 Market Street, San Francisco, California 94105-2482. I am not a party to the within cause, and I am over the age of eighteen years.

I further declare that on November 17, 2017, I served a copy of:

DEFENDANT AUTODESK, INC.'S INITIAL DISCLOSURES

- ☒ **BY U.S. MAIL [Fed. Rule Civ. Proc. rule 5(b)]** by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, addressed as follows, for collection and mailing at Morrison & Foerster LLP, 425 Market Street, San Francisco, California 94105-2482 in accordance with Morrison & Foerster LLP's ordinary business practices.

I am readily familiar with Morrison & Foerster LLP's practice for collection and processing of correspondence for mailing with the United States Postal Service, and know that in the ordinary course of Morrison & Foerster LLP's business practice the document(s) described above will be deposited with the United States Postal Service on the same date that it (they) is (are) placed at Morrison & Foerster LLP with postage thereon fully prepaid for collection and mailing.

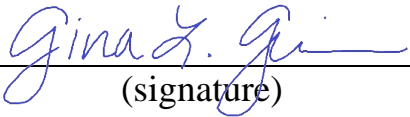
- ☒ **BY ELECTRONIC SERVICE [Fed. Rule Civ. Proc. rule 5(b)]** by electronically mailing a true and correct copy through Morrison & Foerster LLP's electronic mail system to the e-mail address(es) set forth below, or as stated on the attached service list per agreement in accordance with Federal Rules of Civil Procedure rule 5(b).

Louis A. Coffelt, Jr.	_____	Fax
231 E. Alessandro Blvd., Suite 6A-504	X	U.S. Mail
Riverside, CA 92508	_____	Overnight
Phone: (951) 790-6086	_____	Personal
Email: Louis.Coffelt@gmail.com	X	Electronic Service

1 I declare under penalty of perjury that the foregoing is true and correct.

2 Executed at San Francisco, California, this 17th day of November, 2017.

3
4
5
6 Gina L. Gerrish
(typed)


(signature)